

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carmike Cinemas, Inc.		05/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1450101	CARMIKE CINEMAS
Registration Number:	1702213	CARMIKE CINEMAS
Registration Number:	2756369	WYNNSONG CINEMAS
Registration Number:	2357500	SUMMIT CINEMA CAFE
Registration Number:	2126330	HOLLYWOOD CONNECTION
Registration Number:	1702214	C
Registration Number:	1448964	CARMIKE

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7698

Email: LLevy@stblaw.com

Correspondent Name: Mark Solomon, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

OP \$190.00 1450101

900027725

TRADEMARK
REEL: 003116 FRAME: 0129

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Mark Solomon

Signature:

/ms/

Date:

07/05/2005

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 19 2005, is made by Carmike Cinemas, Inc., a Delaware corporation (the "Grantor"), in favor of Bear Stearns Corporate Lending Inc., a Delaware corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Lenders, Bear, Stearns & Co. Inc., as sole lead arranger and sole bookrunner (in such capacity, the "Arranger"), Wells Fargo Foothill, Inc., as documentation agent (in such capacity, the "Documentation Agent"), and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of May 19, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure the prompt and complete payment and performance when due of Grantor's Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARMIKE CINEMAS, INC.

By: 
Name: Martin A Durant
Title: Senior Vice President - Finance, Treasurer
and Chief Financial Officer

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARMIKE CINEMAS, INC.

By: _____

Name:

Title:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By: 

Name:

Title:

VICTOR BULZACCHELLI
VICE PRESIDENT

STATE OF Georgia)
) ss
COUNTY OF Muscogee)

On the 31st day of May, 2005, before me personally came Martin A Durant, who is personally known to me to be the Senior Vice President - Finance, Treasurer and Chief Financial Officer of Carmike Cinemas, Inc., a Delaware corporation, who, being duly sworn, did depose and say that he is the Senior Vice President - Finance, Treasurer and Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Jina Mitchell

Notary Public

My Commission Expires November 6, 2006

(PLACE STAMP AND SEAL ABOVE)

STATE OF NY)
) ss
COUNTY OF NY)

On the 31st day of May, 2005, before me personally came Victor Bulzackeli, who is personally known to me to be the Vice President of Bear Stearns Corporate Lending Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

LAURA L. TORRADO
Notary Public, State of New York
No. 31-5027975
Qualified in Westchester County
Certificate filed in New York County
Commission Expires May 23rd

(PLACE STAMP AND SEAL ABOVE)

2006

SCHEDULE A

Trademark	Registration Number	Registration Date
Carmike Cinemas	1450101	07/28/87
Carmike Cinemas	1702213	07/21/92
Wynnsong Cinemas	2756369	08/26/03
Summit Cinema Cafe	2357500	06/13/00
Hollywood Connection	2126330	12/30/97
C	1702214	07/21/92
Carmike	1448964	07/21/87